

Callwell Terms of Service



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These Terms of Service are effective from 1 April 2024, if you created your account or accepted or otherwise agreed to them on or after 1 April 2024.

These Terms of Service are effective from 1 May 2024, if you created your account or accepted or otherwise agreed to a previous version of these Terms of Service prior to 1 April 2024.

The most recent prior version of these Terms of Service are available upon request from sales@callwell.co.uk

It is important that you review and understand these Terms of Service before using our services. If you do not agree to these Terms of Service, you should not accept them, create an account, or use our services. Only the Terms of Service to the right are legally binding.

Our services are generally intended for business or professional use only.

If you have a separate agreement with us for the use of our services, these Terms of Service will not apply to you. However, these Terms of Service will apply if any services you use are not covered under that separate agreement.

PLEASE REVIEW THESE CALLWELL TERMS OF SERVICE CAREFULLY. ONCE ACCEPTED, THESE CALLWELL TERMS OF SERVICE BECOME A BINDING LEGAL COMMITMENT BETWEEN YOU AND CALLWELL. ONLY THE TERMS IN THIS RIGHT COLUMN ARE LEGALLY BINDING. THE EXPLANATIONS IN THE COLUMN TO THE LEFT ARE FOR INFORMATIONAL PURPOSES ONLY AND NON-BINDING. IF YOU DO NOT AGREE TO THESE CALLWELL TERMS OF SERVICE, YOU SHOULD NOT ACCEPT THEM, CREATE AN ACCOUNT, OR USE THE SERVICES (AS DEFINED IN SECTION 1 (DEFINITIONS) BELOW).

THE SERVICES ARE INTENDED FOR BUSINESS USE OR USE IN CONNECTION WITH AN INDIVIDUAL'S TRADE, CRAFT, OR PROFESSION ONLY.

If you have a separate written agreement with Callwell for your use of the Services, these Terms of Service will not apply to you, unless that written agreement does not cover a particular Service, in which case, these Terms of Service apply solely to your use of that particular Service.

These are the standard membership Terms of Service which set out the basis upon which we "Callwell" will provide telephone and email "Services" for you "the Customer", unless they are specifically amended in writing by mutual agreement.

Any Service received by you from Callwell is subject to these Terms of Service.



We may update these Terms of Service but if we do we'll provide you with at least 30 days notice.

These are definitions for certain words that we will use repeatedly throughout these Terms of Service. When you see these capitalised words used as you read through these Terms of Service they have the meaning provided in this Section 1.

Callwell may update these Terms of Service. Callwell will provide you with written notice of any material updates by email at least thirty (30) days prior to the date the updated version of the Terms are effective, unless such material updates result from changes in laws, regulations, or requirements from telecommunications providers. The updated version of this Agreement will be available at www.callwell.co.uk/terms. Notices for material updates to the Terms of Service will be given in accordance with Section 11 (Notices). Following such notice, your continued use of the Services on or after the date the updated version of this Agreement is effective and binding, as indicated at the top of this Agreement, constitutes your acceptance of the updated version of this Agreement. The updated version of this Agreement supersedes all prior versions. If you do not agree to the updated version of this Agreement, you must stop using the Services immediately.

1. Definitions

"Callwell" means the trading name of Callwell Limited, a limited liability company incorporated in England and Wales with registered number 8547815 whose registered office is at 5 Eleanors Cross, Dunstable, Bedfordshire, United Kingdom, LU6 1SU.

"Callwell Pro" means the full version of Callwell which enables you to access all the functionality of Callwell Services as listed on the Callwell website and detailed in the order form.

"Callwell Essentials" means the restricted version of Callwell which enables you to access and use some of the functionality of Callwell Services as listed on the Callwell website and online order form.



"Customer" means you and/or your company and any subsidiary in which your company owns at least 50% of the issued share capital.

"Data Controller" the Customer or entity that decides why and how personal data is processed by Callwell.

"Data Processor" Callwell or the entity that processes personal data on behalf of the data Controller.

"Data Protection Legislation" Current applicable Data Protection Legislation in the United Kingdom which includes but is not limited to the Data Protection Act 2018 (DPA 2018).

"Privacy Policy" means the current version of the Callwell Privacy Policy available at: <https://callwell.co.uk/privacy-policy/>

"Rate Schedule" the current published rates for Services provided by Callwell.

"Services" means services detailed within the Rate Schedule and advertised on the Callwell website. The Callwell Services currently include telecom connectivity from inbound emails, inbound and outbound telephone calls, call recording, transcription, report functionality, SMS reviews, email response integration, API's or software provided to you in connection with your use of our services and our connectivity services.

"Channel" means an email address we have provided you to enable telecom connectivity from an inbound email.



In this section 2 we describe what we will do when supplying our services to you.

We will do our best to ensure we provide our service in the way you expect.

If our service does not work as expected we will try our best to get our service working as quickly as possible.

Our services are complex and whilst we will try to ensure that they work 100% of the time, we can't guarantee that will always be the case.

We can't be held responsible for any loss when data is transferred over your network.

We have all the required licences for the services we provide to you.

If we do need to carry out maintenance we will try and make any changes and upgrades out of your working hours.

2. Our Obligations

- 2.1. Callwell undertakes that the Services will be performed with reasonable skill and care.
- 2.2. In the event that the Services do not comply with the description and documentation provided by Callwell, Callwell will, at its expense, use reasonable commercial endeavours to correct any non-conformance promptly, or provide you with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes your sole and exclusive remedy for any breach of the undertaking set out in this clause
- 2.3. Notwithstanding the foregoing, Callwell:
 - 2.3.1. does not warrant that the any of the Services will be uninterrupted or error-free; nor that the Services and/or the information obtained by you through the Services will meet your requirements; and;
 - 2.3.2. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over your communications networks and facilities, including the internet, and you acknowledge that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 2.4. Callwell warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations.
- 2.5. Callwell shall:
 - 2.5.1. use commercially reasonable endeavours to make the Services available to you as soon as reasonably practicable and avoid any planned maintenance unless already notified to you.



We grant you a licence to use our service and can advertise that fact to your customers.

You agree to co-operate with us to implement our service.

You agree to comply with all laws relating to the service we provide.

2.5.2. use reasonable endeavours to avoid disrupting the Services during the usual working hours in the United Kingdom.

3. Customer rights and responsibilities

- 3.1. In consideration of the fee Callwell grants to you a non-exclusive right to use the Services and positively advertise the fact that the Services are used under the Callwell brand.
- 3.2. The Customer shall:
 - 3.2.1. be permitted to allow such employees, agents or sub-contractors access to the Services as are reasonably necessary in order for you to properly use the Services.
 - 3.2.2. provide Callwell with all necessary co-operation in relation to these Terms of Service; and all necessary access to such information as may be required by Callwell in order to render the Services and develop the Services further including but not limited to your data, security access information and configuration services;
 - 3.2.3. comply with all applicable laws and regulations with respect to its activities under these Terms of Service;
 - 3.2.4. carry out all other Customer responsibilities set out in these Terms of Service in a timely and efficient manner. In the event of any delays in your provision of such assistance as agreed by the parties, Callwell may adjust any agreed timetable or delivery schedule as reasonably necessary;
 - 3.2.5. ensure that its network (including network connections and telecommunications links) and



You are responsible for keeping your network working in order to use our services.

You are responsible for the passwords we provide you including those passwords given to your staff.

You agree to not copy or modify our software or use any other software to make changes to the software we provide as part of our service.

You won't resell our software.

- systems comply with the relevant specifications provided by Callwell;
- 3.2.6. be solely responsible for procuring and maintaining all network connections and telecommunications links which are necessary for the proper provision of the Services, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet;
 - 3.2.7. keep any passwords provided by Callwell in connection with the Services secure and confidential and you hereby acknowledge and agree that you shall be responsible for anything done under your password irrespective of whether such things were done by you or your authorised employees or agents or another third party;
 - 3.2.8. use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, immediately notify Callwell;
 - 3.2.9. not attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services in any form or media or by any means; or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services.
 - 3.2.10. not use any third party software to add functionality to the Services or otherwise alter the Services;
 - 3.2.11. not license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise



You won't use our service for anything unlawful.

We have the right to disable your access if we notice any use that breaches this clause.

You own the rights of the Customer data we process for you.

We have the right to use statistical data we derive from your Customer data.

commercially exploit, or otherwise make the Services or any part of them available to any third party except the authorised Users, or attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this clause.

3.2.12. not access, store, distribute or transmit any viruses, or any material during the course of its use of the Services that:

1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially, ethnically or otherwise offensive;
2. facilitates illegal activity;
3. depicts explicit images;
4. promotes unlawful violence;
5. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other protected characteristics under equality legislation; and/or;
6. causes damage or injury to any person or property;

3.3. and Callwell reserves the right, without liability to you, to immediately disable you access to any material that breaches the provisions of this clause.

4. Customer data

4.1. The Customer shall own all rights, title and interest in and to all of your data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of your data.

4.2. Callwell will have the right to use the your data to provide statistical information on the performance of the service but will not have the right to contact any of your individual clients



We are not responsible for any loss of data when it leaves our platform.

You will be the Data Controller and we will be the Data Processor in respect of your data.

We will both take reasonable steps to avoid unauthorised access of your data.

- unless agreed by you in writing.
- 4.3. Callwell shall not be responsible for any loss, destruction, alteration or disclosure of your data caused by any third party (except those third parties sub-contracted by Callwell to perform services related to Customer data maintenance and back-up.
 - 4.4. If Callwell processes any personal data on your behalf when performing its obligations under these Terms of Service, the parties record their intention that The Customer shall be the Data Controller and Callwell shall be a Data Processor and in any such case:
 - 4.5. You shall ensure that you are entitled to transfer the relevant personal data to Callwell so that Callwell may lawfully use, process and transfer personal data in accordance with these Terms of Service on your behalf;
 - 4.6. You shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable Data Protection Legislation;
 - 4.7. each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.
 - 4.8. where you give unlawful instructions you shall indemnify Callwell and hold it harmless to the full extent of any liability, loss, damages, costs or expenses incurred as a result of Callwell following such unlawful instructions.



We will record calls to check our service is working correctly.

We will delete all call recordings after 30 days.

Where we record or transcribe calls for you it is your responsibility to make sure that you are complying with relevant laws.

You agree that if we receive a claim in respect of any breach of legislation in respect of call recordings you will indemnify us.

5. Recordings and Communications Monitoring

- 5.1. The Customer warrants that if Callwell records, monitors or transcribes telephone calls, SMS messages, or other communications on the Customers behalf using the Services, then you will comply with all applicable laws prior to doing so and will secure all required prior consents to record, monitor or transcribe communications using the Services.
- 5.2. Callwell make no representations or warranties with respect to recording, monitoring or the transcription of telephone calls, SMS messages, or other communications.
- 5.3. Callwell will on certain occasions record calls to monitor the performance of the service. Call recording will be operated in accordance with current legislation and you will ensure that any call recording you use also complies with current legislation.
- 5.4. Callwell shall retain call recordings for a maximum period of thirty days from the date of its collection. After this period, all collected data shall be securely deleted from the Callwell systems, unless otherwise required by law or for legitimate business purposes.
- 5.5. The Customer acknowledges that these representations, warranties, and obligations are essential to Callwells ability to provide you with access to recording, monitoring and transcription features that are part of the Services, and you further agree to indemnify Callwell in accordance with the Section 15 of these Terms of Service for claims arising out of or related to your acts or omissions in connection with providing notice and obtaining consents regarding such recording, transcription and monitoring of telephone calls, SMS



We will act as Data Processor and you will act as Data Controller in respect of your data.

We will retain your data for 7 years but only retain call recordings for 30 days.

It is your responsibility to deal with any Subject Access Requests but we agree to inform you if we receive any subject access requests directly from a consumer.

messages, or other communications using the Services.

6. Data Processor

- 6.1. Callwell will operate as a Data Processor in accordance with the Data Protection Legislation in respect of the Customers data unless otherwise agreed in writing and signed by a director of Callwell
- 6.2. Each of the parties shall comply with all the relevant requirements of the Data Protection Legislation and nothing in these relieves the parties of their obligations under such Data Protection Legislation.
- 6.3. You acknowledges that you are the Data Controller (or in certain circumstances, a Data Processor of its members' personal data) and that Callwell is the Data Processor of your data (or where you are a Data Processor on behalf of a data client, Callwell shall be a sub-processor of such Customer data). Callwell shall retain user data excluding call recordings for a maximum period of seven years from the date of its collection. After this period, all collected data shall be securely deleted from the Callwell systems, unless otherwise required by law.

7. Subject Access Requests

- 7.1. In the context of current data Protection Legislation you are responsible for handling Subject Access Requests 'SARs' and rights to be forgotten.
- 7.2. You agree to establish and maintain appropriate measures to handle SARs.
- 7.3. We shall provide reasonable assistance to you in fulfilling your obligation to respond to SARs. This assistance is subject to the nature of the processing and the information available to us. Any such assistance may incur additional



We use Artificial Intelligence to perform some of the services we provide

Artificial Intelligence is not always reliable.

charges, to be agreed upon at the time the assistance is requested.

- 7.4. Where you request for the records of a data subject to be deleted from our Services we will complete the deletion within 24 working hours from your written request.
- 7.5. If we receive a SAR directly from a data subject, we will promptly redirect the data subject to you, without responding to the data subject's request.
- 7.6. You agree to indemnify and hold us harmless from any claims, penalties, losses, damages, costs, or expenses arising from the your failure to comply with your obligations to handle SARs under the current Data Protection Legislation.

8. Artificial Intelligence

Callwell utilises artificial intelligence (AI) technology to enhance and optimise their Services. The Customer acknowledges and agree that their interactions with the Services platform may involve the use of AI algorithms for purposes including but not limited to personalisation, recommendation, analysis, and automation. Callwell will strive to ensure the accuracy and reliability of AI systems but you understand that AI technologies are subject to inherent limitations and may not always produce perfect results. By using the Callwell Services, you consent to the collection, processing, and utilisation of their data by AI algorithms in accordance with Callwells current Privacy Policy.



This Terms of Service will start when you complete our online order form or sign an order form with us.

You agree to pay our fees and any VAT in accordance with our current Rate Schedule.

We will charge you monthly in advance on the 28th of each month.

Where we charge you for minutes each call is rounded up to the nearest minute.

We can increase our prices but if we do we'll provide you with at least 30 days notice in advance of the increase.

If we provide you with a free trial we will not charge you for the period of the free trial.

You must provide at least 3 working days notice if you would like to terminate the free trial.

9. Fees

- 9.1. These Terms of Service shall commence on the date on which you complete an online order form or sign an order form unless otherwise agreed in writing.
- 9.2. The Customer shall pay the fees along with applicable VAT at the current rate to Callwell as indicated in the 'Rate Schedule'.
- 9.3. Unless notified otherwise you will be billed in advance on the 28th day of each month.
- 9.4. Minutes are measured from the point at which the call is connected and rounded up to the nearest full minute.
- 9.5. Additional services selected by the customer are charged at the rate shown in the Rate Schedule.
- 9.6. Callwell reserve the right to increase prices for Services upon notification to the Customer. Any such price increase will be communicated to you by email at least 30 days in advance. The increased prices will then apply to any Service provided after the effective date of the price increase.

10. Free Trials

- 10.1. Where you are offered a free trial no charge will be made for the duration of the free trial.
- 10.2. The length of the free trial will be specified on the Callwell website or in the order form.
- 10.3. The free trial will commence upon you providing payment details and ordering a service on the Callwell website or upon signing the Callwell order form.
- 10.4. If you do not wish to continue using the Service once the free trial ends they must serve notice in accordance with section 11, 3 working days before the free trial ends.



We require 12 months notice to terminate our Callwell Pro service.

We require 1 months notice to terminate our Callwell Essential service.

Any notice to terminate commences on the expiry of any prepayment.

If you serve notice all outstanding invoices that are more than 1 month old must be paid for your notice to be valid.

Invoices must be paid with 14days.

If we don't receive payment on time we may disable your access to our services.

11. Notices

11.1. Callwell Pro

Where you use the Callwell Pro service, the Terms of Service remains in force unless notice to terminate your use of the Service is served in writing by email to support@callwell.co.uk or the current registered office, with a minimum notice period of one month.

11.2. Callwell Essentials

Where you use the Callwell Essential Service the Terms of Service remains in force unless notice to terminate your use of the Service is served in writing by email to support@callwell.co.uk or the current registered office of Callwell, with a minimum notice period of one month.

11.3. Where you have prepaid for any Service provided by Callwell any notice served can only expire on the expiry of the prepaid period.

11.4. Notice may only be served provided that there are no outstanding invoices beyond the preceding month. In the event of any outstanding invoices exceeding the preceding month, notice shall not be considered valid until such outstanding invoices are settled.

12. Payments

12.1. All invoices shall be payable within 14 days after the date of such invoice.

12.2. If Callwell has not received payment within 14 days after the due date then, without prejudice to any other rights and remedies of Callwell:

12.2.1. It may, without liability to you, disable your passwords, accounts and access to all or part of the Services and Callwell shall be under no obligation to provide any or all of the Services to you while any invoices remain unpaid;



We own the rights of our service.

12.2.2. interest and other compensation shall accrue and shall be payable on such due amounts in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. The accrual of such interest shall commence on the due date and shall continue until fully paid, whether before or after judgment; and

12.2.3. where Callwell considers it necessary to engage the services of any debt collection agency or legal representation in respect of any unpaid invoices, Callwell shall be entitled to recover the costs of such services, and any other relevant expenses involved in recovering its debt, from you.

12.3. All amounts and fees stated or referred to in these Terms of Service shall be payable in pounds sterling and are non-refundable.

13. Proprietary rights

13.1. The Customer acknowledges and agrees that Callwell and/or its licensors own all intellectual property rights in the Services and each element of the Services including any statistical information derived from your data.

13.2. Except as expressly stated these Terms of Service we do not grant you any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or any part of them.



We both agree to not divulge each others confidential information.

14. Confidentiality

- 14.1. Each party may be given access to confidential information from the other party in order to perform its obligations under these Terms of Service. A party's confidential information shall not be deemed to include information that:
 - 14.1.1. is or becomes publicly known other than through any act or omission of the receiving party;
 - 14.1.2. was in the other party's lawful possession before the disclosure;
 - 14.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - 14.1.4. is independently developed by the receiving party, which independent development can be shown by written evidence; or
 - 14.1.5. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.Each party shall hold the other's confidential information in confidence and, unless required by law, not make the other's confidential information available to any third party, or use the other's confidential information for any purpose other than the implementation of these Terms of Service without the express permission of the other party.
- 14.2. Each party shall take all reasonable steps to ensure that the other's confidential information to which it has access is not disclosed or distributed by its employees ,agents or third party sub contractors in violation of these Terms of Service.



If you receive any claim in relation to our service you agree to defend the claim.

We shall defend any claim against you in relation to the services if we have infringed any UK Patent, copyright or similar rights but we must be given control of the claim

We are not liable for loss of profit in respect of any claim.

You agree to indemnify us for any claim in relation to your misuse of our services.

This indemnity does not apply if a liability exists for death or injury or fraud.

15. Indemnity

- 15.1. The Customer shall defend, indemnify and hold harmless Callwell against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of the Services.
- 15.2. Callwell shall defend The Customer, its officers, directors and employees against any claim that the Services or any of the Services' constituent parts infringes any United Kingdom patent (effective as of the date of these Terms of Service), copyright, trade mark or database right, and shall indemnify you for any amounts awarded against you in judgment or settlement of such claims, provided that:
 - 15.2.1. Callwell is given prompt notice of any such claim;
 - 15.2.2. You provide reasonable co-operation to Callwell in the defence and settlement of such claim, at Callwell's expense; and
 - 15.2.3. Callwell is given sole authority to defend or settle the claim.
- 15.3. You will not act to the detriment of the functions, reputation or Services in the process of defending any claim it may receive in connection to the use of the Services.

16. Limitation of liability

- 16.1. The Customer assumes sole responsibility for results obtained from the use of the Services, and for conclusions drawn from such use. Callwell shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Callwell by you in connection with the Services, or any actions taken by Callwell at your



We shall not have any liability if we can't provide our service to you for a reason that is out of our control.



- direction;
- 16.2. Callwell excludes liability for loss of profit, loss of reputation and loss of anticipated savings (whether direct or indirect) and costs, expenses, damages and losses of an indirect and consequential nature, suffered or incurred by you arising out of or in connection with Callwell's breach or negligent performance or non-performance.
 - 16.3. The maximum liability of Callwell to you shall be a sum no greater than 100% of the fee due to Callwell in the calendar month in which the liability arises.
 - 16.4. You shall indemnify Callwell for all direct costs, expenses, damages and losses suffered or incurred by Callwell, and indemnify and hold harmless Callwell from any claim from a third party in each case, arising out of or in connection with your breach or negligent performance or non-performance to the full extent of such liability.
 - 16.5. Nothing in these Terms of Service shall exclude liability for:
 - 16.5.1. death or personal injury caused by negligence of either party or its officers, employees, contractors or agents;
 - 16.5.2. fraud or fraudulent misrepresentation; or
 - 16.5.3. any other liability which may not be excluded by law.
 - 16.5.4. a deliberate act of detriment

17. Force majeure

Callwell shall have no liability to The Customer under these Terms of Service if it is prevented from or delayed in performing its obligations under these Terms of Service, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes,

Any adjustment or waiver in respect of these Terms of Service must be agreed in writing.

This is the entire agreement between us and supersedes any other agreements we may have.

You must obtain our consent if you would like to assign these Terms of Service.

lock-outs or other industrial disputes (whether involving the workforce of Callwell or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, pandemic, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, extreme adverse weather conditions or default of suppliers or sub-contractors, provided that you are notified of such an event and its expected duration.

18. Waiver

- 18.1. A waiver of any right under these Terms of Service is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.
- 18.2. Unless specifically provided otherwise, rights arising under these Terms of Service are cumulative and do not exclude rights provided by law.

19. General

- 19.1. If any provision (or part of a provision) of these Terms of Service is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, that provision or part provision shall be deemed deleted and the remaining provision shall continue in full force and effect.
- 19.2. These Terms of Service and any documents referred to, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.



These Terms of Service do not form a partnership between us.

These Terms of Service are governed under the laws of England and Wales.

- 19.3. You shall not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms of Service.
- 19.4. We may assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms of Service.
- 19.5. Each of the us acknowledge and agree that in agreeing these Terms of Service it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to these Terms of Service or not) relating to the subject matter of these Terms of Service, other than as expressly set out in these Terms of Service.
- 19.6. Nothing in these Terms of Service is intended to or shall operate to create a partnership between us, or authorise either of us to act as agent for the other, and neither of us shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 19.7. These Terms of Service do not confer any rights on any person or party (other than the parties to these Terms of Service and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 19.8. These Terms of Service and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the laws of England and Wales and the parties submit to the non exclusive jurisdiction of the courts of England.

